

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<b>CLEAR SPRING PROPERTY AND</b>	:	
<b>CASUALTY COMPANY,</b>	:	<b>No. 1:21-cv-01581</b>
<b>Plaintiff/Counterclaim Defendant</b>	:	
	:	<b>(Judge Kane)</b>
<b>v.</b>	:	
	:	
<b>MATADOR SPORTFISHING, LLC,</b>	:	
<b>Defendant/Counterclaim Plaintiff</b>	:	

**ORDER**

**AND NOW**, on this 24th day of March 2022, upon consideration of Plaintiff/Counterclaim Defendant Clear Spring Property and Casualty Company's Motion for Judgment on the Pleadings (Doc. No. 19), and the briefing associated with the motion, and in accordance with the accompanying Memorandum, **IT IS ORDERED THAT** the Motion (Doc. No. 19) is **GRANTED** and count three of Defendant/Counterclaim Plaintiff's counterclaims is **DISMISSED WITH PREJUDICE**.<sup>1</sup>

s/ Yvette Kane  
Yvette Kane, District Judge  
United States District Court  
Middle District of Pennsylvania

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<sup>1</sup> As discussed more fully in the accompanying Memorandum, because the choice of law provision in the applicable insurance policy bars Defendant/Counterclaim Plaintiff's effort to assert a statutory bad faith claim under Pennsylvania law, any attempt to amend the claim would be futile.